

**STATE OF WASHINGTON,  
OFFICE OF THE SECRETARY OF STATE,  
DIVISION OF ARCHIVES AND RECORDS MANAGEMENT**

**REQUEST FOR PROPOSALS**

**RFP NO. 14-04**

**PROJECT TITLE: Needs Assessment for Statewide Database Licensing**

**PROPOSAL DUE DATE: July 15, 2014**

**EXPECTED TIME PERIOD FOR CONTRACT: August 5, 2014 – October 30, 2014**

**PROPOSER ELIGIBILITY:** This procurement is open to any respondents that satisfy the minimum qualifications stated herein and that are licensed to do business in Washington State.

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# 1. INTRODUCTION

## 1.1 PURPOSE, BACKGROUND, AND HISTORY

The purpose of this RFP is to locate an individual, individuals, or firm, to conduct a needs assessment for Statewide Database Licensing (SDL), a project of the Library Development Program at the Washington State Library (WSL), a division of the Office of the Secretary of State (OSOS). With guidance from an Advisory Committee, the SDL project uses federal Library Services and Technology Act (LSTA) funds administered by the Institute for Museum and Library Services (IMLS) to partially underwrite licenses to library research databases. Initiated in 1998, this project pays one half the annual costs; libraries' local funds pay the rest.

Currently participating in the project are almost all of the public libraries in Washington, all of the Community and Technical Colleges, more than 20 private institutions of higher education, a group of over 25 hospital, research, and special libraries, and, through the nine Educational Service Districts (ESDs), a large percentage of the state's public and private K-12 schools.

The vendor contract is with ProQuest, which provides a suite of mostly full-text products to the participating libraries that includes three major components:

- Aggregated periodical collections;
- Newspapers, both local (Washington State) and national;
- Content designed to support K-12 schools and their students and staff.

For a complete listing of the content provided under the current contract, visit [sos.wa.gov/q/PQ](http://sos.wa.gov/q/PQ).

Because of reductions in funding, both present and projected, it is necessary to review current Library Development Program projects to determine for which funding should be continued, reduced, or eliminated. The question of the continued relevance of at least some components of the SDL database package has also been raised given the ubiquity of search engines such as Google.

## 1.2 OBJECTIVE AND SCOPE OF WORK

### 1.2.1 Objective

The objective of the needs assessment described in this RFP is to answer these questions:

1. What is the perceived value in providing database products such as the aforementioned ProQuest package to library constituents?
  - a. What is the perceived value to libraries and library staff? And specifically how is that value realized? For example, are staff better able to provide effective reference or related services because of the databases?
  - b. What is the perceived value to library constituents, the community, those eligible to use the library? Make certain that respondents understand the concept of the electronic database resources under discussion (may require question pre-testing).
  - c. Is the perceived value and the measurable impact sufficient to justify the costs? Specifically, answer that question regarding the products provided via ProQuest as opposed to other electronic resources provided by libraries.
2. Does the current package of database content provided by ProQuest meet the needs of participating libraries and their patrons?
  - a. The current project model originally selected basic "lowest common denominator" resources that were assumed to be useful to all types of libraries. Is this assumption still accurate?
  - b. Could the current package of resources be improved to make it more useful? And if so, how, i.e. what additional or alternative resources should be considered?
  - c. Should the basic structure of the project—all libraries pay for access to an identical package of resources—be continued or be changed? And if changed, how?

- d. Specifically, would a “cafeteria” style plan, in which libraries can choose from a variety of resources, be more useful or provide better value?
3. Funding issues:
  - a. Could a funding model which provided access to K-12 schools via local public libraries rather than collecting funds directly from schools and school districts be implemented without major disruption to the project?
  - b. Would libraries continue to participate if LSTA subsidies were either reduced or eliminated?

### **1.2.2. Scope of Work**

Working with the SDL Project Manager and Advisory Committee members as appropriate, Contractor will develop, conduct, interpret, and report the results from a needs assessment of the SDL Project, and specifically the package of vendor (ProQuest) content offered to participating libraries under the current vendor contract. Activities to be included in the needs assessment include (at a minimum):

1. Literature review;
2. Review and summary of previous SDL project assessments (as listed in Section 1.2.4. below);
3. Compilation and analysis of library database usage statistics within the State of Washington, and from several other comparable states;
4. A survey of library staff;
5. A survey of library constituents (both users and if possible, non-users);
6. Interviews with library staff;
7. Optional (presumably at additional cost): Focus groups with library users.

It is important that the survey, interview, and optional focus group data be drawn from a diverse cross-section of library staff and users reflecting these three components:

- Geographic (east-west, north-south, etc.);
- Rural vs. urban;
- The various types of libraries that participate in the project and their service populations:
  - Public libraries;
  - Academic libraries (both private and community/technical colleges);
  - K-12, public and private;
  - Special libraries.

The data collected must be compiled, analyzed, and reported. The final written report should include both a high level summary and a detailed analysis of the data, with suggested conclusions. All of the relevant survey data should also be submitted, preferably in electronic format(s) (such as spreadsheets) but clearly and carefully organized in a manner that makes it easy to understand and interpret.

### **1.2.3. Literature Review**

Contractor will identify and compile a bibliography, including available abstracts, of any published studies of trends in library electronic research database acquisition, usage, cancellation, perceived value, and/or any other relevant assessments or studies, especially those published within the past decade or so.

### **1.2.4. Previous Needs Assessment Activities**

Contractor will review and summarize pertinent data from previous SDL needs assessment activities as listed in reverse chronological order here. In consultation with SDL staff, Contractor will leverage the data and structure of these previous assessments in designing the current assessment, as far as is deemed practical and/or useful.

1. Previous surveys (library staff and public library patrons) were conducted prior to the last SDL procurement process in 2010. The results are posted on the SDL web site here: [sos.wa.gov/q/SDL-Surveys](http://sos.wa.gov/q/SDL-Surveys) and a summary is available from the RFP Coordinator by request.
2. The 2012 LSTA Five-Year Evaluation surveyed library staff regarding SDL. The complete report is available here: [sos.wa.gov/q/LSTA-5](http://sos.wa.gov/q/LSTA-5) and a document with the SDL-related portions extracted is available from the RFP Coordinator by request.
3. SDL-related focus groups were held over a decade ago (2003), and data from those is available by request, but final reports were never compiled for all of them.
4. The University of Washington (UW) School of Library and Information Science (SLIS) conducted a "Use Study" of the SDL Project in 1999 and 2000. The study was conducted in two stages: the first analyzed data from UMI (now ProQuest) to provide a summary of statewide usage and to define the study population; the second two studied one public library (Mt. Vernon), one community college library (Whatcom), and one school library (Rogers High School, Spokane). A report titled "A study of the impact of Statewide Database Licensing on Information Provision in the State of Washington" is available in electronic form from the RFP Coordinator upon request.

#### **1.2.5. Statistical Usage Data and Analysis**

Working with the RFP Coordinator and vendors, Contractor will compile, analyze, and report on available statistical library database usage data, identifying trends and directions. At a minimum, the number of searches and/or search sessions, and the number of full-text document access points (views, downloads, e-mails, prints, etc.), will be analyzed. If available, top trends in search topics will also be reported. All statistical data analysis should be broken out by type and if possible, size, of the libraries involved. If made available by vendors, analysis of usage data from other states deemed to be at least roughly comparable to Washington should also be provided.

While compiling K-12 usage data, also compile a complete listing of K-12 accounts statewide, using this data to calculate the participation percentages for public and private schools for each ESD district, and statewide, both in terms of the number of participating public and private schools and school districts, and the numbers of students with ProQuest access through their schools.

Vendors (ProQuest and a competitor, Gale) have already been contacted regarding the compilation of usage statistics for their products in Washington, and (so far as is possible or practical) in other comparable states. Another vendor, EBSCO will also be contacted. Access to the statewide administrative accounts for ProQuest products will also be made available to the Contractor.

#### **1.2.6. Library Staff: Survey and Interviews**

In consultation with SDL staff, Contractor will design and conduct a survey of library staff throughout the state of Washington, with the aim of answering the questions posed in Section 1.2.1. Contractor will conduct telephone interviews with a cross-section of library staff from different geographic areas of the state, and different types of libraries. Once all types and regions are included in the pool of interviewees, and the responses begin to become repetitive, the task is complete. It is expected that approximately 20-30 interviews should suffice. Prospective interviewees will be provided an opportunity to self-identify in the survey.

#### **1.2.7. Survey of Library Constituents**

In consultation with SDL staff, Contractor will design and conduct a survey of library constituents (other than library staff) with an aim toward determining the perceived value of electronic resources, attempting to isolate resources such as those provided via the ProQuest contract from other types.

Optionally, Contractor may conduct focus groups with a geographically diverse cross-section of library constituents representing different types of libraries. This component of the proposal should be separately priced from the rest of the proposal and will be accepted at the option of the Customer.

### 1.2.8. OSOS/WSL Support and Involvement

The RFP Coordinator will work closely with the Contractor in developing all aspects of the needs assessment, and will expect to review and approve each significant component (such as surveys and interview question scripts) prior to their implementation. The SDL Advisory Committee may also serve as a sounding board and provide advice as deemed appropriate by the RFP Coordinator.

The Washington State Library will assist with promotional efforts to notify and recruit library administrations and library staff to participate in the needs assessment activities as required. Available venues for announcements include e-mail distribution lists hosted by the State Library, as well as e-mail lists maintained by other relevant organizations (such as WLA and WLMA). Other venues include State Library social media outlets, including a blog, Facebook, Twitter, etc.

WSL has a paid SurveyMonkey account, which can be made available to the Contractor for developing the actual survey instruments, and WSL may be able to provide some technical assistance in using the service, if needed. SurveyMonkey was used to develop the 2010 surveys, and those survey instruments are available for replication or for use as models.

### 1.3 MINIMUM QUALIFICATIONS

Individuals or firms responding to this RFP must have the following qualifications:

1. Licensed to do business in the state of Washington.
2. A basic understanding of libraries, librarianship, library research and typical library electronic resources, as well as knowledge of information-gathering techniques such as conducting and interpreting surveys, focus groups, and the like, as demonstrated by possession of a library degree, or completion of a significant portion of coursework for same, and especially a course in library or academic research or statistics.
3. It is perfectly acceptable for a Library School student or group of such students to Propose, although in that case, having a faculty or professional research adviser involved would make for a stronger proposal. It is also acceptable for the work done for this project to be used for academic credit in some appropriate fashion.

### 1.4 FUNDING

Any contract awarded as a result of this procurement is contingent upon the availability of funding.

### 1.5 PERIOD OF PERFORMANCE

The period of performance of any contract resulting from this RFP is tentatively scheduled to begin on or about August 1, 2014 and to end by October 31, 2014. Amendments extending the period of performance, if any, shall be at the sole discretion of the OSOS.

### 1.6 DEFINITIONS

Definitions for the purposes of this RFP include:

**OSOS** – The Office of the Secretary of State, Washington State Library Division is the OSOS of the state of Washington that is issuing this RFP.

**Contractor** – Individual or company whose proposal has been accepted by the OSOS and is awarded a fully executed, written contract.

**Customer** – The Washington State Library, a division of the Office of the Secretary of State, and its Library Development Program's Statewide Database Licensing Project.

**Proposal** – A formal offer submitted in response to this solicitation.

**Proposer** – A vendor (individual or company) submitting a Proposal in response to this RFP.

**Request for Proposals (RFP)** – Formal procurement document in which a service or need is identified but no specific solution to achieve it has been chosen. The purpose of an RFP is to permit interested parties to suggest various approaches to meet the need at a competitive price, and to identify the solution that best meets the needs of the Customer.

## 1.7 ADA

The OSOS complies with the Americans with Disabilities Act (ADA). Proposers may contact the RFP Coordinator to receive this Request for Proposals in Braille or on tape.

## 2. GENERAL INFORMATION FOR PROPOSERS

### 2.1 RFP COORDINATOR

The RFP Coordinator is the sole point of contact in the OSOS for this procurement. All communication between the Proposer and the OSOS upon receipt of this RFP shall be with the RFP Coordinator, as follows:

Name	Will Stuiivenga
Mailing Address	Washington State Library PO Box 42460
City, State, Zip Code	Olympia, WA 98504-2460
Delivery Address	6880 Capitol Blvd SE
	Tumwater, WA 98501
Phone Number	360.704.5217
Fax Number	360.586.7575
E-Mail Address	<a href="mailto:will.stuiivenga@sos.wa.gov">will.stuiivenga@sos.wa.gov</a>

Any other communication will be considered unofficial and non-binding on the OSOS. Proposers are to rely on written statements issued by the RFP Coordinator. Communication directed to parties other than the RFP Coordinator may result in disqualification of the Proposer.

### 2.2 ESTIMATED SCHEDULE OF PROCUREMENT ACTIVITIES

Issue Request for Proposals	July 11, 2014
Question and answer period	July 11 – July 18, 2014
Suggested deadline for receipt of Notice of Intent to Propose	July 16, 2014
Place addendum to RFP on OSOS web site: (if applicable)	July 16, 2014
Last date for questions regarding RFP	July 18, 2014
Proposals due	4:00 p.m. July 25, 2014
Evaluate proposals	July 25 – July 31, 2014
Conduct oral interviews with finalists, if required	July 31, Aug. 1, 2014
Announce “Apparent Successful Contractor” and send notification via e-mail to unsuccessful proposers	August 4, 2014
Hold debriefing conferences	See 4.5
Protest	See 4.6
Negotiate contract	Aug.4 – Aug. 18, 2014
Begin contract work	August 19, 2014
Complete contract work	November 14, 2014

The OSOS reserves the right to revise the above schedule.

### **2.3. NOTICE OF INTENT TO PROPOSE**

Any entity (person, persons, or firm, etc.) interested in participating in this proposal process is requested to send a non-binding e-mail to the RFP Coordinator by July 14, 2014 indicating their intent to submit a Proposal. If an e-mail response from the RFP Coordinator acknowledging receipt of the intent to propose message is not received within 48 hours, please follow up with a phone call to the RFP Coordinator. In the e-mail, include contact information (name, address, phone numbers, e-mail address) for the individual who will act as the coordinator for the Proposer. This is the individual to whom any follow-up communication from the RFP Coordinator will be directed.

### **2.4 SUBMISSION OF PROPOSALS**

Proposers are required to submit two (2) printed/paper copies of their proposal, both of which must have original signatures. The proposal, whether mailed or hand delivered, must arrive at the OSOS no later than 4:00 p.m., local time, on July 23, 2014.

In addition, an electronic version via e-mail (preferred) or in a physical electronic format such as CD-ROM or USB flash drive, must be provided, using Microsoft Word as the format for the electronic format proposals. If the electronic version is provided in a physical format, two separate physical copies must be provided. An electronic version provided in a format that cannot easily be edited (e.g., PDF), will be considered nonresponsive. Proposals may not be transmitted using facsimile transmission (fax).

In an effort to save costs, reduce waste, and produce energy savings, Proposers should use standard 8-1/2" x 11" recycled paper, double-sided printing, and are encouraged (not required) to use recyclable binders.

The proposal is to be sent to the RFP Coordinator at the address noted in Section 2.1. The envelope or package should be clearly marked to the attention of the RFP Coordinator. Proposers mailing proposals should allow normal mail delivery time to ensure timely receipt of their proposals by the RFP Coordinator. Proposers assume the risk for the method of delivery chosen. The OSOS assumes no responsibility for delays caused by any delivery service.

Late proposals will not be accepted and will be automatically disqualified from further consideration. All proposals and any accompanying documentation become the property of the OSOS and will not be returned.

### **2.5 PROPRIETARY INFORMATION/PUBLIC DISCLOSURE**

Materials submitted in response to this competitive procurement shall become the property of the OSOS.

All proposals received shall remain confidential until the contract, if any, resulting from this RFP is signed by the Director of the OSOS and the apparent successful Contractor; thereafter, the proposals shall be deemed public records as defined in RCW 42.17.250 to 42.17.340, "Public Records."

Any information in the proposal that the Proposer desires to claim as proprietary and exempt from disclosure under the provisions of RCW 42.17.250 to 42.17.340 must be clearly designated. The page must be identified and the particular exception from disclosure upon which the Proposer is making the claim. Each page claimed to be exempt from disclosure must be clearly identified by the word "Confidential" printed on the lower right hand corner of the page.

The OSOS will consider a Proposer's request for exemption from disclosure; however, the OSOS will make a decision predicated upon chapter 42.17 RCW and chapter 143-06 of the Washington Administrative Code. Marking the entire proposal exempt from disclosure will not be honored. The Proposer must be reasonable in designating information as confidential. If any information is marked



as proprietary in the proposal, such information will not be made available until the affected proposer has been given an opportunity to seek a court injunction against the requested disclosure.

A charge will be made for copying and shipping, as outlined in RCW 42.17.300. No fee shall be charged for inspection of contract files, but twenty-four (24) hours notice to the RFP Coordinator is required. All requests for information should be directed to the RFP Coordinator.

## **2.6 REVISIONS TO THE RFP**

In the event it becomes necessary to revise any part of this RFP, addenda will be published on the Washington Electronic Business Solution (WEBS) (<http://www.ga.wa.gov/webs>) and OSOS web site: <http://www.sos.wa.gov/office/procurements.aspx>. [**NOTE:** or e-mailed to those who either received the RFP or who responded with a Notice of Intent to Propose, as applicable.] For this purpose, the published questions and answers from the question and answer period and any other pertinent information shall be considered an addendum to the RFP and also placed on the web site.

The OSOS also reserves the right to cancel or to reissue the RFP in whole or in part, prior to execution of a contract.

## **2.7 MINORITY & WOMEN-OWNED BUSINESS PARTICIPATION**

In accordance with the legislative findings and policies set forth in chapter 39.19 RCW, the state of Washington encourages participation in all of its contracts by firms certified by the Office of Minority and Women's Business Enterprises (OMWBE). Participation may be either on a direct basis in response to this solicitation or on a subcontractor basis. However, no preference will be included in the evaluation of proposals, no minimum level of MWBE participation shall be required as a condition for receiving an award, and proposals will not be rejected or considered non-responsive on that basis. Any affirmative action requirements set forth in federal regulations or statutes included or referenced in the contract documents will apply.

The established annual procurement participation goals for MBE is 8 percent and for WBE, 4 percent, for this type of project. These goals are voluntary. Bidders may contact OMWBE at 360/753-9693 to obtain information on certified firms.

## **2.8 ACCEPTANCE PERIOD**

Proposals must provide 60 days for acceptance by OSOS from the due date for receipt of proposals.

## **2.9 RESPONSIVENESS**

All proposals will be reviewed by the RFP Coordinator to determine compliance with administrative requirements and instructions specified in this RFP. The Proposer is specifically notified that failure to comply with any part of the RFP may result in rejection of the proposal as non-responsive.

The OSOS also reserves the right, however, at its sole discretion, to waive what it deems to be minor administrative irregularities.

## **2.10 MOST FAVORABLE TERMS**

The OSOS reserves the right to make an award without further discussion of the proposal submitted. Therefore, the proposal should be submitted initially on the most favorable terms which the Proposer can propose. The OSOS does reserve the right to contact a Proposer for clarification of its proposal. OSOS reserves the option to conduct a best and final offer procedure.

The Proposer should be prepared to accept this RFP for incorporation into a contract resulting from this RFP. Contract negotiations may incorporate some or the Proposer's entire proposal. It is understood

that the proposal will become a part of the official procurement file on this matter without obligation to the OSOS.

**2.11 CONTRACT AND GENERAL TERMS & CONDITIONS**

The apparent successful contractor will be expected to enter into a contract which is substantially the same as the sample contract and its general terms and conditions attached as Exhibit B. In no event is a Proposer to submit its own standard contract terms and conditions in response to this solicitation. The Proposer may submit exceptions as allowed in the Certifications and Assurances section, Exhibit A to this solicitation. The OSOS will review requested exceptions and accept or reject the same at its sole discretion.

**2.12 COSTS TO PROPOSE**

The OSOS will not be liable for any costs incurred by the Proposer in preparation of a proposal submitted in response to this RFP, in conduct of a presentation, or any other activities related to responding to this RFP

**2.13 NO OBLIGATION TO CONTRACT**

This RFP does not obligate the state of Washington or the OSOS to contract for services specified herein.

**2.14 REJECTION OF PROPOSALS**

The OSOS reserves the right at its sole discretion to reject any and all proposals received without penalty and not to issue a contract as a result of this RFP.

**2.15 COMMITMENT OF FUNDS**

The Director of the OSOS or his/her delegate are the only individuals who may legally commit the OSOS to the expenditures of funds for a contract resulting from this RFP. No cost chargeable to the proposed contract may be incurred before receipt of a fully executed contract.

**2.16 ELECTRONIC PAYMENT**

The state of Washington prefers to utilize electronic payment in its transactions. The successful contractor will be provided a form to complete with the contract to authorize such payment method.

**2.17 INSURANCE COVERAGE**

The Contractor is to furnish the OSOS with a certificate(s) of insurance executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth below.

The Contractor shall, at its own expense, obtain and keep in force insurance coverage which shall be maintained in full force and effect during the term of the contract. The Contractor shall furnish evidence in the form of a Certificate of Insurance that insurance shall be provided, and a copy shall be forwarded to the OSOS within fifteen (15) days of the contract effective date.

**Liability Insurance**

1. **Commercial General Liability Insurance:** Contractor shall maintain general liability (CGL) insurance and, if necessary, commercial umbrella insurance, with a limit of not less than \$1,000,000 per each occurrence. If CGL insurance contains aggregate limits, the General Aggregate limit shall be at least twice the "each occurrence" limit. CGL insurance shall have products-completed operations aggregate limit of at least two times the "each occurrence" limit. CGL insurance shall be written on ISO occurrence from CG 00 01 (or a substitute form providing equivalent coverage). All

insurance shall cover liability assumed under an insured contract (including the tort liability of another assumed in a business contract), and contain separation of insureds (cross liability) condition.

Additionally, the Contractor is responsible for ensuring that any subcontractors provide adequate insurance coverage for the activities arising out of subcontracts.

2. **Business Auto Policy:** As applicable, the Contractor shall maintain business auto liability and, if necessary, commercial umbrella liability insurance with a limit not less than \$1,000,000 per accident. Such insurance shall cover liability arising out of "Any Auto." Business auto coverage shall be written on ISO form CA 00 01, 1990 or later edition, or substitute liability form providing equivalent coverage.

#### **Employers Liability ("Stop Gap") Insurance**

In addition, the Contractor shall buy employers liability insurance and, if necessary, commercial umbrella liability insurance with limits not less than \$1,000,000 each accident for bodily injury by accident or \$1,000,000 each employee for bodily injury by disease.

#### **Additional Provisions**

Above insurance policy shall include the following provisions:

1. **Additional Insured.** The state of Washington, Office of the Secretary of State, its elected and appointed officials, agents and employees shall be named as an additional insured on all general liability, excess, umbrella and property insurance policies. All insurance provided in compliance with this contract shall be primary as to any other insurance or self-insurance programs afforded to or maintained by the State.
2. **Cancellation.** State of Washington, OSO, shall be provided written notice before cancellation or non-renewal of any insurance referred to therein, in accord with the following specifications. Insurers subject to 48.18 RCW (Admitted and Regulation by the Insurance Commissioner): The insurer shall give the State 45 days advance notice of cancellation or non-renewal. If cancellation is due to non-payment of premium, the State shall be given 10 days advance notice of cancellation. Insurers subject to 48.15 RCW (Surplus lines): The State shall be given 20 days advance notice of cancellation. If cancellation is due to non-payment of premium, the State shall be given 10 days advance notice of cancellation.
3. **Identification.** Policy must reference the State's contract number and the OSOS name.
4. **Insurance Carrier Rating.** All insurance and bonds should be issued by companies admitted to do business within the state of Washington and have a rating of A-, Class VII or better in the most recently published edition of Best's Reports. Any exception shall be reviewed and approved by [OSOS Name] Risk Manager, or the Risk Manager for the state of Washington, before the contract is accepted or work may begin. If an insurer is not admitted, all insurance policies and procedures for issuing the insurance policies must comply with chapter 48.15 RCW and 284-15 WAC.
5. **Excess Coverage.** By requiring insurance herein, the State does not represent that coverage and limits will be adequate to protect Contractor, and such coverage and limits shall not limit Contractor's liability under the indemnities and reimbursements granted to the State in this contract.

#### **Worker's Compensation Coverage**

The Contractor will at all times comply with all applicable workers' compensation, occupational disease, and occupational health and safety laws, statutes, and regulations to the full extent applicable. The State will not be held responsive in any way for claims filed by the Contractor or their employees for services performed under the terms of this contract.

### 3. PROPOSAL CONTENTS

Proposals must be submitted on eight and one-half by eleven (8 1/2 x 11) inch paper.

1. Letter of Submittal, including signed Certifications and Assurances (Exhibit A to this RFP).
2. Proposal.

Proposals should provide information in the same order as presented in this document with the same headings. This will not only be helpful to the evaluators of the proposal, but should assist the Proposer in preparing a thorough response.

Proposals should be straightforward and concise with emphasis focused on responding to the RFP requirements, on providing a complete and clear description of the Proposal, and conforming to the RFP instructions. If a complete response cannot be provided without referencing supporting documentation, such referencing should be provided with the Proposal indicating where the supplemental information can be found. Proposals that merely offer “to provide services as described in this RFP” may be considered non-responsive and may not be considered for further evaluation.

Items in this section marked “mandatory” must be included as part of the proposal for the proposal to be considered responsive; however, these items are not scored. Items marked “scored” are those that are awarded points as part of the evaluation conducted by the evaluation team.

#### 3.1 LETTER OF SUBMITTAL (MANDATORY)

The Letter of Submittal and the attached Certifications and Assurances form (Exhibit A to this RFP) must be signed and dated by a person authorized to legally bind the Proposer to a contractual relationship, e.g., the President or Executive Director if a corporation, the managing partner if a partnership, or the proprietor if a sole proprietorship. Along with introductory remarks, the Letter of Submittal is to include by attachment the following information about the Proposer and any proposed subcontractors:

1. Name, address, principal place of business, telephone number, and fax number/e-mail address of legal entity or individual with whom contract would be written.
2. Name, address, and telephone number of each principal officer (President, Vice President, Treasurer, Chairperson of the Board of Directors, etc.).
3. Legal status of the Proposer (sole proprietorship, partnership, corporation, etc.) and the year the entity was organized to do business as the entity now substantially exists.
4. Federal Employer Tax Identification number or Social Security number and the Washington Uniform Business Identification (UBI) number issued by the state of Washington Department of Revenue.
5. Location of the facility from which the Proposer would operate.
6. Identify any State employees or former State employees employed or on the firm's governing board as of the date of the proposal. Include their position and responsibilities within the Proposer's organization. If following a review of this information, it is determined by the OSOS that a conflict of interest exists, the Proposer may be disqualified from further consideration for the award of a contract.

#### 3.2 PROJECT PROPOSAL (SCORED)

##### 3.2.1. Develop a Work Plan and Timeline

Provide a detailed outline of the activities to be performed within the framework of a carefully planned timeline. If it is anticipated that additional time will be needed beyond the proposed project schedule (Section 2.2. of this RFP), carefully document the reasons. Indicate who specifically will be responsible for each indicated activity.

If online focus groups are planned, indicate the rationale for this decision, including pros and cons of having the focus groups meet online, with an explanation of how the disadvantages will be overcome or avoided.

**3.2.2. Build on Previous Efforts**

Indicate which elements of the listed previous needs assessment efforts (Section 1.2.4. of this RFP) could or should be replicated in the current effort, and which would not be relevant, providing an adequate rationale for these decisions.

**3.2.3. Completeness of Proposal**

Be careful to include and address all of the issues and concepts found in Section 1.2 of this RFP, titled "OBJECTIVE AND SCOPE OF WORK."

**3.3 MANAGEMENT PROPOSAL**

**A. Staff Qualifications/Experience (SCORED)**

1. Identify key individuals, including subcontractors, who will be assigned to the potential contract, indicating the responsibilities and qualifications of such personnel. Indicate who will have prime responsibility and final authority for the work. The Proposer should commit that the individuals identified in its proposal will actually perform the assigned work.
2. Describe any experience the Proposer(s) have in providing services similar to those described in this RFP, especially services provided to libraries. Describe the experience and expertise of the Proposer(s) relating to market research, especially library-oriented research (for students, include any related course-work). Describe other relevant experience that indicates the qualifications of the Proposer(s), for the performance of the potential contract. Address the Minimum Qualifications listed in Section 1.3.

**B. References (SCORED)**

List names, addresses, telephone numbers, and e-mail addresses of three professional references. Include those for whom previous work has been accomplished if applicable, and briefly describe the type of service(s) provided. The Proposer must grant permission to the OSOS to contact the references. Do not include current OSOS staff as references. References will be contacted for the top-scoring proposal(s) only.

**C. Related Information (MANDATORY)**

1. If the Proposer or any subcontractor contracted with the state of Washington during the past 24 months, indicate the name of the OSOS, the contract number and project description and/or other information available to identify the contract.
2. If the Proposer's staff or subcontractor's staff was an employee of the state of Washington during the past 24 months, or is currently a Washington state employee, identify the individual by name, the OSOS previously or currently employed by, job title or position held and separation date.
3. If the Proposer has had a contract terminated for default in the last five years, describe such incident. Termination for default is defined as notice to stop performance due to the Proposer's non-performance or poor performance and the issue of performance was either (a) not litigated due to inaction on the part of the Proposer, or (b) litigated and such litigation determined that the Proposer was in default.
4. Submit full details of the terms for default including the other party's name, address, and phone number. Present the Proposer's position on the matter. The OSOS will evaluate the facts and may,

at its sole discretion, reject the proposal on the grounds of the past experience. If no such termination for default has been experienced by the Proposer in the past five years, so indicate.

**D. OMWBE Certification (Optional)**

Include proof of certification issued by the Washington State Office of Minority and Women-Owned Business if certified minority-owned firm and/or women-owned firm(s) will be participating on this project.

**3.4 COST PROPOSAL**

The evaluation process is designed to award this procurement not necessarily to the Proposer of least cost, but rather to the Proposer whose proposal best meets the requirements of this RFP. However, Proposers are encouraged to submit proposals which are consistent with State government efforts to conserve resources.

The OSOS reserves the right to clarify any pricing information provided by any Proposer. No Proposer will be able to alter its submitted pricing or product description as the result of the clarification process.

**A. Identification of Costs (SCORED)**

Identify the total cost to be charged for performing the services necessary to accomplish the objectives of the contract. The amount proposed should include all expenses associated with the needs assessment, including any anticipated travel for the Contractor or others.

Show in detail how the total cost was derived. For each individual who will be performing work, and for each activity described under Section 3.2 of this RFP, indicate the total number of hours anticipated, and the hourly rate. Provide cost estimates for any required travel, both for Proposer(s), and others, such as individuals recruited as members of focus groups. The optional focus groups for library constituents should be separately priced.

**B. Computation**

The score for the purposes of comparing the overall cost proposals will be computed by dividing the lowest cost bid received by the Proposer's total cost. The resultant number will be multiplied by the maximum possible score for the cost section.

**4. EVALUATION AND CONTRACT AWARD**

**4.1 EVALUATION PROCEDURE**

Responsive proposals will be evaluated strictly in accordance with the requirements stated in this solicitation and any addenda issued. The evaluation of proposals shall be accomplished by an evaluation team, to be designated by the OSOS, which will determine the ranking of the proposals.

OSOS, at its sole discretion, may elect to select the top-scoring firms as finalists for an oral presentation.

**4.2 EVALUATION WEIGHTING AND SCORING**

The following weighting will be assigned to the proposal for evaluation purposes:

Project Proposal – 50%

Management Proposal – 15%

Cost Proposal – 35%

If oral presentations are scheduled, the weighting will be as follows:

Project Proposal – 50%

Management Proposal – 10%

Cost Proposal – 30%

Oral Presentation – 10%

#### **4.3 ORAL PRESENTATIONS MAY BE REQUIRED**

Written submittals and oral presentations, if considered necessary, will be utilized in selecting the winning proposal. The OSOS, at its sole discretion, may elect to select the top scoring finalists from the written evaluation for an oral presentation. Should the OSOS elect to hold oral presentations, it will contact the top-scoring firm(s) to schedule a date, time and location. Commitments made by the Proposer at the oral interview, if any, will be considered binding.

#### **4.4 NOTIFICATION TO PROPOSERS**

Firms whose proposals have not been selected for further negotiation or award will be notified by e-mail.

#### **4.5 DEBRIEFING OF UNSUCCESSFUL PROPOSERS**

Upon request, a debriefing conference will be scheduled with an unsuccessful Proposer. The request for a debriefing conference must be received by the RFP Coordinator within three (3) business days after the Notification of Unsuccessful Proposer letter is e-mailed to the Proposer. The debriefing must be held within three (3) business days of the request.

Discussion will be limited to a critique of the requesting Proposer's proposal. Comparisons between proposals or evaluations of the other proposals will not be allowed. Debriefing conferences may be conducted in person or on the telephone and will be scheduled for a maximum of one hour.

#### **4.6 PROTEST PROCEDURE**

This procedure is available to Proposers who submitted a response to this solicitation document and who have participated in a debriefing conference. Upon completing the debriefing conference, the Proposer is allowed five (5) business days to file a protest of the acquisition with the RFP Coordinator. Protests may be submitted by facsimile, but should be followed by the original document.

Proposers protesting this procurement shall follow the procedures described below. Protests that do not follow these procedures shall not be considered. This protest procedure constitutes the sole administrative remedy available to Proposers under this procurement.

All protests must be in writing and signed by the protesting party or an authorized Agent. The protest must state the grounds for the protest with specific facts and complete statements of the action(s) being protested. A description of the relief or corrective action being requested should also be included. All protests shall be addressed to the RFP Coordinator.

Only protests stipulating an issue of fact concerning the following subjects shall be considered:

- A matter of bias, discrimination or conflict of interest on the part of the evaluator.

- Errors in computing the score.
- Non-compliance with procedures described in the procurement document or OSOS policy.

Protests not based on procedural matters will not be considered. Protests will be rejected as without merit if they address issues such as: 1) an evaluator's professional judgment on the quality of a proposal, or 2) OSOS's assessment of its own and/or other agencies needs or requirements.

Upon receipt of a protest, a protest review will be held by the OSOS. The OSOS director or an employee delegated by the Director who was not involved in the procurement will consider the record and all available facts and issue a decision within five business days of receipt of the protest. If additional time is required, the protesting party will be notified of the delay.

In the event a protest may affect the interest of another Proposer which submitted a proposal, such Proposer will be given an opportunity to submit its views and any relevant information on the protest to the RFP Coordinator.

The final determination of the protest shall:

- Find the protest lacking in merit and uphold the OSOS's action; or
- Find only technical or harmless errors in the OSOS's acquisition process and determine the OSOS to be in substantial compliance and reject the protest; or
- Find merit in the protest and provide the OSOS options which may include:
  - Correct the errors and re-evaluate all proposals, and/or
  - Reissue the solicitation document and begin a new process, or
  - Make other findings and determine other courses of action as appropriate.

If the OSOS determines that the protest is without merit, the OSOS will enter into a contract with the apparently successful contractor. If the protest is determined to have merit, one of the alternatives noted in the preceding paragraph will be taken.

## **5. RFP EXHIBITS**

- |           |   |
|-----------|---|
| Exhibit A | Certifications and Assurances                                   |
| Exhibit B | Service Contract including General Terms and Conditions (GT&Cs) |



EXHIBIT A

**CERTIFICATIONS AND ASSURANCES**

I/we make the following certifications and assurances as a required element of the proposal to which it is attached, understanding that the truthfulness of the facts affirmed here and the continuing compliance with these requirements are conditions precedent to the award or continuation of the related contract(s):

1. I/we declare that all answers and statements made in the proposal are true and correct.
2. The prices and/or cost data have been determined independently, without consultation, communication, or agreement with others for the purpose of restricting competition. However, I/we may freely join with other persons or organizations for the purpose of presenting a single proposal.
3. The attached proposal is a firm offer for a period of 60 days following receipt, and it may be accepted by the OSOS without further negotiation (except where obviously required by lack of certainty in key terms) at any time within the 60-day period.
4. In preparing this proposal, I/we have not been assisted by any current or former employee of the state of Washington whose duties relate (or did relate) to this proposal or prospective contract, and who was assisting in other than his or her official, public capacity. (Any exceptions to these assurances are described in full detail on a separate page and attached to this document.)
5. I/we understand that the OSOS will not reimburse me/us for any costs incurred in the preparation of this proposal. All proposals become the property of the OSOS, and I/we claim no proprietary right to the ideas, writings, items, or samples, unless so stated in this proposal.
6. Unless otherwise required by law, the prices and/or cost data which have been submitted have not been knowingly disclosed by the Proposer and will not knowingly be disclosed by him/her prior to opening, directly or indirectly to any other Proposer or to any competitor.
7. I/we agree that submission of the attached proposal constitutes acceptance of the solicitation contents and the attached sample contract and general terms and conditions. If there are any exceptions to these terms, I/we have described those exceptions in detail on a page attached to this document.
8. No attempt has been made or will be made by the Proposer to induce any other person or firm to submit or not to submit a proposal for the purpose of restricting competition.

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Signature of Proposer

---

Title

---

Date

**Exhibit B  
OSOS RFP No. 14-04  
Sample Services Contract**

**THE STATE OF WASHINGTON  
OFFICE OF THE SECRETARY OF STATE  
SERVICE CONTRACT**

This Contract is made and entered into by and between the Office of the Secretary of State, P.O. Box 42460, Olympia, Washington 98504-2460 ("OSOS") and (Name and address of CONTRACTOR) ("CONTRACTOR") for the express purpose set forth below:

**PURPOSE**

WHEREAS, the purpose of this Contract is:

To develop and provide a mobile application for public and academic libraries in Washington,

NOW, THEREFORE, in consideration of the terms and conditions contained herein or attached thereto, the OSOS and CONTRACTOR mutually agree as follows:

**STATEMENT OF WORK**

The CONTRACTOR will provide services, staff, and otherwise do all things necessary for or incidental to the performance or work set forth below:

[ Drawn from RFP and proposal ]

This Contract contains the General Terms and Conditions governing the work performed under this Contract, the nature of the relationship between the OSOS and the CONTRACTOR, and specific obligations between the parties.

**IDENTIFYING INFORMATION AND NOTICES**

For audit and tax purposes, the following is the CONTRACTOR's identifying information:

Federal Employer ID Number \_\_\_\_\_.

Washington State Uniform Business Identifier Number \_\_\_\_\_.

Any notices required under this Contract shall be sent to the following persons at the addresses shown below, unless written notice modifying this information is received from either party:

**OSOS:** Office of the Secretary of State  
Attn: Will Stuiivenga  
P.O. Box 42460  
Olympia, WA 98504-2460  
Phone: 360.704.5217  
Fax: 360.586.7575  
E-mail: [will.stuiivenga@sos.wa.gov](mailto:will.stuiivenga@sos.wa.gov)

**CONTRACTOR:** (Name)  
(Address)  
(Phone)

**PERIOD OF PERFORMANCE**

The period of performance under this Contract will be from the date of execution through October 31, 2014.

**COMPENSATION and PAYMENT****A. Amount of Compensation**

The OSOS shall pay an amount not to exceed \$\_\_\_\_\_ for the performance of all things necessary for or incidental to the performance of work set forth in the Statement of Work. CONTRACTOR'S compensation for services rendered shall be based on the following rates or in accordance with the following terms:

**BILLING PROCEDURES****Time and Method of Payment:**

The OSOS will pay CONTRACTOR upon receipt of properly completed invoices, which shall be submitted to the Project Manager not more than once a month. The invoices shall describe and document to the OSOS'S satisfaction a description of the work performed, the progress of the project, and fees. If expenses are invoiced, provide a detailed breakdown of each type of expense. Any single expense in the amount of \$50.00 or more must be accompanied by a receipt in order to receive reimbursement.

Payment shall be considered timely if made by the OSOS within thirty (30) calendar days after receipt of properly completed invoices. Payment shall be sent to the address designated by the CONTRACTOR.

The OSOS may, in its sole discretion, terminate the Contract or withhold payments claimed by the CONTRACTOR for services rendered if the CONTRACTOR fails to comply satisfactorily with any terms or conditions of this Contract.

No payments in advance or in anticipation of services or supplies provided under this Contract shall be made by the OSOS.

**CONTRACT MANAGEMENT**

The Project Manager for each of the parties shall be the contact person for communications regarding the performance of this Contract. Billings shall be sent to the OSOS Billing Contact.

<b>Project Manager for the CONTRACTOR is:</b>	<b>Project Manager for the OSOS is:</b>
<b>Contractor Name</b> Address City, State, Zip Code Phone: ( ) Fax: ( ) E-mail address:	<b>Will Stuiivenga</b> P.O. Box 42460 Olympia, WA 98504-2460 Phone: 360.704.5217 Fax: 360.586.7575 E-mail address: <a href="mailto:will.stuiivenga@sos.wa.gov">will.stuiivenga@sos.wa.gov</a>

<b>Billing Contact for the OSOS is:</b>
<b>Bea Huynh-Tien</b> Office of the Secretary of State Financial Services P.O. Box 40224 Olympia, WA 98504-0224 Phone: (360) 236-5062 Fax: (360) 236-5044 E-mail address: <a href="mailto:bea.huynhtien@sos.wa.gov">bea.huynhtien@sos.wa.gov</a>

## **INSURANCE**

The Contractor shall provide insurance coverage as set out in this section. The intent of the required insurance is to protect the State should there be any claims, suits, actions, costs, damages or expenses arising from any negligent or intentional act or omission of the Contractor or subcontractor, or agents of either, while performing under the terms of this contract.

The Contractor shall provide insurance coverage which shall be maintained in full force and effect during the term of this Contract, as follows:

1. **Automobile Liability.** In the event that services delivered pursuant to this contract involve the use of vehicles, either owned or unowned by the Contractor, automobile liability insurance shall be required. The minimum limit for automobile liability is:  
\$1,000,000 per occurrence, using a Combined Single Limit for bodily injury and property damage
2. The insurance required shall be issued by an insurance company/ies authorized to do business within the state of Washington, and shall name the state of Washington, its agents and employees as additional insureds under the insurance policy/ies. All policies shall be primary to any other valid and collectable insurance. Contractor shall instruct the insurers to give OSOS 30 days advance notice of any insurance cancellation.

Contractor shall submit to OSOS within 15 days of the contract effective date, a certificate of insurance which outlines the coverage and limits defined in the *Insurance* section. Contractor shall submit renewal certificates as appropriate during the term of the contract.

The Contractor is to furnish the OSOS with a certificate(s) of insurance executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth below.

The Contractor shall, at its own expense, obtain and keep in force insurance coverage which shall be maintained in full force and effect during the term of the contract. The Contractor shall furnish evidence in the form of a Certificate of Insurance that insurance shall be provided, and a copy shall be forwarded to the OSOS within fifteen (15) days of the contract effective date.

## **Liability Insurance**

3. **Commercial General Liability Insurance:** Contractor shall maintain general liability (CGL) insurance and, if necessary, commercial umbrella insurance, with a limit of not less than \$1,000,000 per each occurrence. If CGL insurance contains aggregate limits, the General Aggregate limit shall be at least twice the "each occurrence" limit. CGL insurance shall have products-completed operations aggregate limit of at least two times the "each occurrence" limit. CGL insurance shall be written on ISO occurrence from CG 00 01 (or a substitute form providing equivalent coverage). All insurance shall cover liability assumed under an insured contract (including the tort liability of another assumed in a business contract), and contain separation of insureds (cross liability) condition.

Additionally, the Contractor is responsible for ensuring that any subcontractors provide adequate insurance coverage for the activities arising out of subcontracts.

4. **Business Auto Policy:** As applicable, the Contractor shall maintain business auto liability and, if necessary, commercial umbrella liability insurance with a limit not less than \$1,000,000 per accident. Such insurance shall cover liability arising out of "Any Auto." Business auto coverage shall be written on ISO form CA 00 01, 1990 or later edition, or substitute liability form providing equivalent coverage.

**Employers Liability (“Stop Gap”) Insurance**

In addition, the Contractor shall buy employers liability insurance and, if necessary, commercial umbrella liability insurance with limits not less than \$1,000,000 each accident for bodily injury by accident or \$1,000,000 each employee for bodily injury by disease.

**Additional Provisions**

Above insurance policy shall include the following provisions:

4. **Additional Insured.** The state of Washington, Office of the Secretary of State, its elected and appointed officials, agents and employees shall be named as an additional insured on all general liability, excess, umbrella and property insurance policies. All insurance provided in compliance with this contract shall be primary as to any other insurance or self-insurance programs afforded to or maintained by the State.
5. **Cancellation.** State of Washington, [OSOS name], shall be provided written notice before cancellation or non-renewal of any insurance referred to therein, in accord with the following specifications. Insurers subject to 48.18 RCW (Admitted and Regulation by the Insurance Commissioner): The insurer shall give the State 45 days advance notice of cancellation or non-renewal. If cancellation is due to non-payment of premium, the State shall be given 10 days advance notice of cancellation. Insurers subject to 48.15 RCW (Surplus lines): The State shall be given 20 days advance notice of cancellation. If cancellation is due to non-payment of premium, the State shall be given 10 days advance notice of cancellation.
6. **Identification.** Policy must reference the State’s contract number and the OSOS name.
5. **Insurance Carrier Rating.** All insurance and bonds should be issued by companies admitted to do business within the state of Washington and have a rating of A-, Class VII or better in the most recently published edition of Best’s Reports. Any exception shall be reviewed and approved by [OSOS Name] Risk Manager, or the Risk Manager for the state of Washington, before the contract is accepted or work may begin. If an insurer is not admitted, all insurance policies and procedures for issuing the insurance policies must comply with chapter 48.15 RCW and 284-15 WAC.
6. **Excess Coverage.** By requiring insurance herein, the State does not represent that coverage and limits will be adequate to protect Contractor, and such coverage and limits shall not limit Contractor’s liability under the indemnities and reimbursements granted to the State in this contract.

**Worker’s Compensation Coverage**

The Contractor will at all times comply with all applicable workers’ compensation, occupational disease, and occupational health and safety laws, statutes, and regulations to the full extent applicable. The State will not be held responsive in any way for claims filed by the Contractor or their employees for services performed under the terms of this contract.

**TRAFFICKING IN PERSONS**

To implement the requirement in paragraph (g) of section 106 of the Trafficking Victims Protection Act of 2000, as amended (22 USC 7104 (g)), (Refer to 2 CFR Part 175), under which funding is provided to a private entity, requires OSOS to terminate the Contract without penalty if the Contractor (a) Engages in severe forms of trafficking in persons during the period of time the award is in effect; (b) Procures a commercial sex act during the period of time that the award is in effect; or (c) Uses forced labor in the performance of the award. Refer to Addendum B incorporated by reference and included herein.

Any and all contracting tiers created out of this Agreement shall contain Addendum B.

## **ASSURANCES**

The OSOS and the Contractor agree that this contract shall be subject to and governed by the federal Library Services and Technology Act (LSTA) and its accompanying regulations (45 CFR Part 1183), and all applicable federal, state, and local laws, rules and regulations, including: Federal principles regarding allowable costs (45 CFR section 1183.23).

The federal awarding OSOS's license in works developed or acquired with federal support (45 CFR section 1183.34).

Compliance with the following federal laws, and their implementing regulations and executive orders. Specifically this includes laws, rules and regulations such as:

**45 Code of Federal Regulations (CFR) Part 1183**, Uniform Administrative Requirements for Grants and Cooperative Agreements;

**Office of Management and Budget (OMB) Circular A-21 Revised**, Cost Principles for Educational Institutions;

**Office of Management and Budget (OMB) Circular A-87 Revised**, Cost Principles for State, Local and Indian Tribal Governments;

**Office of Management and Budget (OMB) Circular A-122**, Cost Principles for Non-Profit Organizations; and

**Office of Management and Budget (OMB) Circular A-133 Revised**, Audits of States, Local Governments, and Non-Profit Organizations.

## **GOVERNING LAW**

This Contract shall be construed and interpreted in accordance with the laws of the state of Washington. The venue of any action brought hereunder shall be in the Superior Court for Thurston County.

## **ORDER OF PRECEDENCE**

The Addenda listed below are incorporated herein by reference. In the event of an inconsistency in this Contract, the inconsistency shall be resolved by giving precedence in the following order:

- Applicable Federal and state of Washington statutes and regulations
- Sections of the body of this Contract
- Addendum A – General Terms and Conditions
- Addendum B - Trafficking
- Addendum C: CONTRACTOR'S Proposal
- Addendum D: OSOS'S Request for Proposal
- Any other provision, term, or material incorporated herein by reference

## **CONFORMANCE**

If any provision of this Contract violates any statute or rule of law of the state of Washington, it is considered modified to conform to that statute or rule of law.

## **ENTIRE AGREEMENT**

This Contract, including referenced Addenda, represents all the terms and conditions agreed upon between the parties. No other understandings or representations, oral or otherwise, regarding the subject matter of this Contract shall be deemed a part hereof.

**APPROVAL**

This Contract shall be subject to the written approval of the OSOS'S authorized representative and shall not be binding until approved. The Contract may be altered, amended, or waived only by written amendment executed by the parties.

THIS CONTRACT is executed by the persons signing below who warrant that they have the authority to execute this Contract.

**CONTRACTOR**

**OFFICE OF THE SECRETARY OF STATE**

\_\_\_\_\_  
Authorized Signatory

\_\_\_\_\_  
Date

\_\_\_\_\_  
Eleanor Dovey

Financial Services Manager

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

APPROVED TO FORM:  
Attorney General's Office

**EXHIBIT B**  
**OSOS RFP No. 14-04**  
**Sample Services Contract**

**GENERAL TERMS AND CONDITIONS**

**DEFINITIONS:** As used throughout this Contract, the following terms shall have the meaning set forth below:

- A. "OSOS" shall mean the Office of the Secretary of State, Washington State Library Division, of the state of Washington, any division, section, office, unit, or other entity of the OSOS, or any of the officers or other officials lawfully representing that OSOS.
- B. "AGENT" shall mean the Director, of the Office of the InterOSOS Committee, and/or the delegate authorized in writing to act on the Director's behalf.
- C. "CONTRACTOR" shall mean that firm, provider, organization, individual, or other entity performing service(s) under this Contract, and shall include all employees of the CONTRACTOR.
- D. "SUBCONTRACTOR" shall mean one not in the employment of the CONTRACTOR, who is performing all or part of those services under this Contract under a separate contract with the CONTRACTOR. The terms "Subcontractor" and "Subcontractors" means Subcontractor(s) in any tier.

**ACCESS TO EQUIPMENT:** CONTRACTOR, its agents, delegates, representatives, or employees shall have reasonable access to the equipment on the OSOS'S premises or where necessary to provide the specified services at no charge to the CONTRACTOR.

**ADVANCE PAYMENTS PROHIBITED:** No payments in advance or in anticipation of goods or services provided under this Contract shall be made by the OSOS.

**AMENDMENTS:** This Contract may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

**AMERICANS WITH DISABILITIES ACT (ADA) OF 1990, PUBLIC LAW 101-336, also referred to as the "ADA" 28 CFR Part 35:** The CONTRACTOR must comply with the ADA, which provides comprehensive civil rights protection to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunications.

**ASSIGNMENT:** The work to be provided under this Contract and any claim arising herein is not assignable or delegable by either party in whole or in part without the express prior written consent of the other party, which consent shall not be unreasonably withheld.

**ASSURANCES:** OSOS and the CONTRACTOR agree that all activity pursuant to this Contract will be in accordance with all applicable current federal, state, and local laws, rules, and regulations.

**ATTORNEYS' FEES AND COSTS:** In the event of litigation or other action brought to enforce contract terms, each party agrees to bear its own attorneys fees and costs.

**COMPLIANCE WITH CIVIL RIGHTS LAWS:** The CONTRACTOR agrees to comply with Title VII of the Civil Rights Act to the end that no person shall, on the grounds of age, race, creed, color, sex, or national origin be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in relation to services provided under this Contract.

**CONFIDENTIALITY / SAFEGUARDING OF INFORMATION:** The CONTRACTOR shall not use or disclose any information concerning the OSOS or information, which may be classified as



confidential, for any purpose not directly connected with the administration of this Contract, except with prior written consent of the OSOS or as may be required by law.

**CONFLICT OF INTEREST:** Notwithstanding any determination by the Executive Ethics Board or other tribunal, the OSOS by written notice to the CONTRACTOR, in its sole discretion, may terminate this Contract if it is found after due notice and examination by the Agent that there is a violation of the Ethics in Public Service Act, Chapter 42.52 RCW or any similar statute involving the CONTRACTOR in the procurement of or services under this Contract.

In the event this Contract is terminated, the OSOS shall be entitled to pursue the same remedies against the CONTRACTOR as it would pursue in the event of a breach of the contract by the CONTRACTOR. The rights and remedies of the OSOS provided for in this provision shall not be exclusive and are in addition to any other rights and remedies provided by law. The existence of facts upon which the Agent makes any determination under this provision shall be an issue and may be reviewed as provided in the "Disputes" provision of this Contract.

**COPYRIGHT PROVISIONS:** Unless otherwise provided, all Materials produced under this Contract shall be considered "works for hire" as defined by the U.S. Copyright Act and shall be owned by the OSOS. The OSOS shall be considered the author of such Materials. In the event the Materials are not considered "works for hire" under the U.S. Copyright laws, CONTRACTOR hereby irrevocably assigns all right, title, and interest in Materials, including all intellectual property rights, to the OSOS effective from the moment of creation of such Materials.

Materials means all items in any format and includes, but is not limited to, data, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. Ownership includes the right to copyright, patent, register and the ability to transfer these rights.

For Materials that are delivered under this Contract, but that incorporate pre-existing materials not produced under this Contract, CONTRACTOR hereby grants to the OSOS a nonexclusive, royalty-free, irrevocable license (with rights to sublicense others) in such Materials to translate, reproduce, distribute, prepare derivative works, publicly perform, and publicly display. The CONTRACTOR warrants and represents that CONTRACTOR has all rights and permissions, including intellectual property rights, moral rights and rights of publicity, necessary to grant such a license to the OSOS.

The CONTRACTOR shall exert all reasonable effort to advise the OSOS, at the time of delivery of Materials furnished under this Contract, of all known or potential invasions of privacy contained therein and of any portion of such document that was not produced in the performance of this Contract. The OSOS shall receive prompt written notice of each notice or claim of copyright infringement received by the CONTRACTOR with respect to any data delivered under this Contract. The OSOS shall have the right to modify or remove any restrictive markings placed upon the data by the CONTRACTOR.

**COVENANT AGAINST CONTINGENT FEES:** The CONTRACTOR warrants that no person or selling agent has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bonafide employees or bonafide established agents maintained by the CONTRACTOR for securing business. The OSOS shall have the right, in the event of breach of this provision by the CONTRACTOR, to terminate this Contract without liability or, in its discretion, to deduct from the contract price or consideration or recover by other means the full amount of such commission, percentage, brokerage, or contingent fee.

**DISPUTES:** Except as otherwise provided in this Contract, when a dispute arises between the parties and it cannot be resolved, either party may request a dispute hearing with Agent. Disputes shall be resolved as quickly as possible.

1. The request for a dispute hearing must:

- be in writing.
  - state the disputed issue(s).
  - state the relative positions of the parties.
  - state the CONTRACTOR'S name, address, and contract number.
  - The respondent shall send an answer to the requester's statement to the Secretary of State or his designee and requester within fifteen (15) business days.
2. The Secretary of State or his designee shall review the written statements and reply in writing to the parties within ten (10) business days. The Secretary of State or his designee may extend this period if necessary by notifying the parties.
  3. The parties agree that this dispute process shall precede any action in a judicial or quasi-judicial tribunal.

OSOS and CONTRACTOR agree that, notwithstanding the existence of a dispute, they will continue immediately to carry out all their respective responsibilities under this Contract that are not affected by the dispute. Both parties agree to exercise good faith in the dispute resolution and to settle disputes prior to using the dispute resolution panel whenever possible.

**INDEMNIFICATION:** The CONTRACTOR shall indemnify, defend, and hold harmless the OSOS and all officials, agents and employees of the OSOS from and against all claims for injuries or death arising out of or resulting from the performance of this Contract. The CONTRACTOR'S obligation to indemnify, defend, and hold harmless includes any claim by CONTRACTOR'S agents, employees, representatives, any subcontractor, or its employees.

The CONTRACTOR agrees to indemnify, defend, and hold harmless the OSOS for any claim arising out of or incident to CONTRACTOR'S or any subcontractor's performance or failure to perform the Contract. The CONTRACTOR'S obligation to indemnify, defend, and hold harmless the OSOS shall not be eliminated or reduced by any actual or alleged concurrent negligence of the OSOS or its officials, agents, or employees.

The CONTRACTOR waives its immunity under Title 51 RCW to the extent it is required to indemnify, defend, and hold harmless the OSOS and its officials, agents, or employees

**INDEPENDENT CAPACITY OF THE CONTRACTOR:** The parties intend that an independent CONTRACTOR relationship will be created by this Contract. The CONTRACTOR and his or her employees or agents performing under this Contract are not employees or agents of the OSOS. The CONTRACTOR will not hold himself or herself out as or claim to be an officer or employee of the OSOS or of the state of Washington, nor will the CONTRACTOR make any claim of right, privilege, or benefit which would accrue to such employee under law. Conduct and control of the work will be solely with the CONTRACTOR.

**INSURANCE COVERAGE (INDUSTRIAL):** The CONTRACTOR shall comply with the provisions of Title 51 RCW, Industrial Insurance. Prior to performing work under this Contract, the CONTRACTOR shall provide or purchase industrial insurance coverage for the CONTRACTOR'S employees, as may be required of an "employer" defined in Title 51 RCW, and shall maintain full compliance with Title 51RCW during the course of this Contract. If the CONTRACTOR fails to provide industrial insurance coverage or fails to pay premiums, the law may require penalties on behalf of its employees, and the OSOS may collect from the CONTRACTOR the full amount payable to the Industrial Insurance accident fund. The OSOS may deduct the amount owed by the CONTRACTOR to the accident fund from the amount payable to the CONTRACTOR by the OSOS under this Contract and transmit the deducted amount to the Department of Labor and Industries (L&I), Division of Insurance Services. This provision does not waive any of the L&I's rights to collect from the CONTRACTOR.

Industrial insurance coverage through L&I is optional for sole proprietors, partners, corporate officers and others, per RCW 51.12.020.

**INSURANCE COVERAGE (VEHICLE):** The CONTRACTOR shall provide insurance coverage set out in this section. The intent of the required insurance is to protect the State should there be any claims, suits, actions, costs, damages, or expenses arising from any negligent or intentional act or omission of the CONTRACTOR or subcontractor, or agents of either, while performing under the terms of this Contract.

The CONTRACTOR shall provide insurance coverage, which shall be maintained in full force and effect during the term of this Contract as follows:

1. Automobile Liability. In the event that services delivered pursuant to this Contract involve the use of vehicles, either owned or unowned by the CONTRACTOR, automobile liability insurance shall be required.
2. The insurance required shall be issued by an insurance company/ies authorized to do business within the state of Washington.

At OSOS'S request, CONTRACTOR shall submit to OSOS within fifteen (15) calendar days of the Contract's effective date, a certificate of insurance, which outlines the coverage and limits defined in the *Insurance* section. CONTRACTOR shall submit renewal certificates as appropriate during the term of the Contract.

**LICENSING, ACCREDITATION AND REGISTRATION:** The CONTRACTOR shall comply with all applicable local, state, and federal licensing, accreditation and registration requirements/standards, necessary for the performance of this Contract.

**LIMITATION OF AUTHORITY:** Only the Agent or Agent's delegate by writing (delegation to be made prior to action) shall have the express, implied, or apparent authority to alter, amend, modify, or waive any provision or condition of this Contract. Furthermore, any alteration, amendment, modification, or waiver or any provision or condition of this Contract is not effective or binding unless made in writing and signed by the Agent.

**NONCOMPLIANCE WITH NONDISCRIMINATION LAWS:** In the event of the CONTRACTOR'S noncompliance or refusal to comply with any nondiscrimination law, regulation, or policy, this Contract may be rescinded, canceled, or terminated in whole or in part, and the CONTRACTOR may be declared ineligible for further contracts with the OSOS. The CONTRACTOR shall, however, be given a reasonable time in which to cure this noncompliance. Any dispute may be resolved in accordance with the "Disputes" procedure set forth herein.

**NONDISCRIMINATION:** During the performance of this Contract, the CONTRACTOR shall comply with all federal and state nondiscrimination laws, regulations, and policies.

**PRIVACY:** Personal information collected, used, or acquired in connection with this Contract shall be used solely for the purposes of this Contract. CONTRACTOR and its subcontractors agree not to release, divulge, publish, transfer, sell, or otherwise make known to unauthorized persons personal information without the express written consent of the OSOS or as provided by law.

CONTRACTOR agrees to implement physical, electronic, and managerial safeguards to prevent unauthorized access to personal information.

The OSOS reserves the right to monitor, audit, or investigate the use of personal information collected, used, or acquired by the CONTRACTOR through this Contract. The monitoring, auditing or investigating may include but is not limited to "salting" by the OSOS. CONTRACTOR shall certify return or destruction of all personal information upon expiration of this Contract. Salting is the act of placing a record containing unique but false information in a database that can be used later to identify inappropriate disclosure of data contained in the database.

Any breach of this provision may result in termination of the Contract and the demand for return of all personal information. The CONTRACTOR agrees to indemnify and hold harmless the OSOS for any damages related to the CONTRACTOR'S unauthorized use of personal information.

For purposes of this provision, personal information includes, but is not limited to, information identifiable to an individual that relates to a natural person's health, finances, education, business, use or receipt of governmental services, or other activities, names, addresses, telephone numbers, social security numbers, driver license numbers, financial profiles, credit card numbers, financial identifiers and other identifying numbers.

**PUBLICITY:** The CONTRACTOR agrees to submit to the OSOS all advertising and publicity matters relating to this Contract where the OSOS'S name is mentioned or language used from which the connection of the OSOS'S name may, in the OSOS'S judgment, be inferred or implied. The CONTRACTOR agrees not to publish or use such advertising and publicity matters without the prior written consent of the OSOS.

**RECORDS MAINTENANCE:** The CONTRACTOR shall maintain complete financial records relating to this Contract and the services rendered including all books, records, documents, magnetic media, receipts, invoices and other evidence relating to this Contract and performance of the services described herein, including but not limited to, accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Contract. CONTRACTOR shall retain such records for a period of six years following the date of final payment. At no additional cost, these records including materials generated under the Contract shall be subject at all reasonable times to inspection, review, or audit by the OSOS, the Office of the State Auditor, and federal and state officials so authorized by law, rule, regulation, or agreement.

If any litigation, claim, or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

**REGISTRATION WITH DEPARTMENT OF REVENUE:** The CONTRACTOR shall complete registration with the Washington State Department of Revenue and be responsible for payment of all taxes due on payments made under this Contract.

**RIGHT OF INSPECTION:** The CONTRACTOR shall provide right of access to its facilities to the OSOS, or any of its officers, or to any other authorized agent or official of the state of Washington or the federal government, at all reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance under this Contract.

**SAVINGS:** In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Contract and prior to normal completion, the OSOS may terminate the Contract under the "Termination for Convenience" provision, without the ten day notice requirement, subject to renegotiation at the OSOS'S discretion under those new funding limitations and conditions.

**SEVERABILITY:** The provisions of this Contract are intended to be severable, if any term or provision is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the Contract.

**SITE SECURITY:** While on OSOS premises, CONTRACTOR, its agents, employees, or subcontractors shall conform in all respects with physical, fire or other security regulations.

**SMALL, MINORITY, WOMEN'S BUSIENSS ENTERPRISES AND LABOR SURPLUS AREA**

**FIRMS:** The CONTRACTOR shall provide to qualified small, minority, women's business enterprises and labor surplus area firms equal opportunity to participate in subcontracts related to the performance of this Contract.

**SUBCONTRACTING:** Neither the CONTRACTOR nor any Subcontractor shall enter into subcontracts for any of the work contemplated under this Contract without obtaining prior written

approval of the OSOS. The CONTRACTOR is responsible for ensuring that all terms, conditions, assurances, and certifications set forth in this Contract are carried forward to any subcontract. Contractor and its subcontractors agree not to release, divulge, publish, transfer, sell, or otherwise make known to unauthorized person personal information without the express written consent of the OSOS or as provided by law.

**TAXES:** All payments accrued because of payroll taxes, unemployment contributions, any other taxes, insurance, or other expenses for the CONTRACTOR or its staff shall be the sole responsibility of the CONTRACTOR.

**TERMINATION:**

**Termination for Convenience**

Either party may terminate this Contract upon a thirty (30) calendar day written notice to the other party. If this Contract is terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Contract prior to the effective date of termination.

**Termination for Cause**

If for any cause, either party does not fulfill its obligation in a timely and proper manner under this Contract or if either party violates any of these terms and conditions, the aggrieved party will give the other party written notice of such failure or violation. The responsible party will be given the opportunity to correct the violation or failure within fifteen (15) business days. If failure or violation is not corrected, this Contract may be terminated immediately by written notice of the aggrieved party to the other.

**Termination Procedure**

Upon termination of this Contract, the OSOS, in addition to any other rights provided in this Contract, may require the CONTRACTOR to deliver to the OSOS any property specifically produced, furnished, or acquired for the performance of such part of this Contract that has been terminated.

The OSOS shall pay to the CONTRACTOR the agreed upon price, if separately stated, for completed work and service(s) accepted by the OSOS and the amount agreed upon by the CONTRACTOR and the OSOS for completed work and service(s) for which no separate price is stated, partially completed work and service(s), other property or services, which are accepted by the OSOS, and the protection and preservation of property, unless the termination is for default, in which case, the OSOS shall determine the extent of the liability of the OSOS. Failure to agree with such determination shall be a dispute within the meaning of the "Disputes" provision of this Contract. The OSOS may withhold from the CONTRACTOR any amounts due as OSOS determines to be necessary to protect the OSOS against potential loss or liability.

The rights and remedies of the OSOS provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

After receipt of a notice of termination and except as otherwise directed by the OSOS, the CONTRACTOR shall:

- Stop work under the Contract on the date and to the extent specified in the notice.
- Place no further orders or subcontracts for materials, services, or facilities except which may be necessary for completion of such portion of the work under the Contract that is not terminated.
- Assign to the OSOS in the manner, at the times, and to the extent directed by the OSOS, all of the rights, title, and interest of the CONTRACTOR under the orders and subcontracts so terminated, in which case the OSOS has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts.
- Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts with the approval or ratification of the Secretary of State to the extent the Secretary

of State may require, which approval or ratification shall be final for all the purposes of this provision.

- Transfer title to the OSOS and deliver in the manner, at the times, and to the extent directed by the Secretary of State any property, which, if the Contract had been completed, would have been required to be furnished to the Contract.
- Complete performance of such part of the work as shall not have been terminated by the Secretary of State.
- Take such action that may be necessary, or as the Secretary of State may direct, for the protection and preservation of the property related to the Contract which is in the possession of the CONTRACTOR and in which the OSOS has or may acquire an interest.

**TREATMENT OF ASSETS:**

- A. Title to all property furnished by the OSOS shall remain in the OSOS. Title to all property furnished by the CONTRACTOR, for the cost of which the CONTRACTOR is entitled to be reimbursed, as a direct item of cost under this Contract, shall pass to and vests in the OSOS upon delivery of such property by the CONTRACTOR. Title to other property, the cost of which is reimbursable to the CONTRACTOR under this Contract shall pass to and vest in the OSOS upon (i) issuance for use of such property in the performance of this Contract, or (ii) commencement of use of such property in the performance of this Contract, or (iii) reimbursement of the cost thereof by the OSOS in whole or in part, whichever first occurs.
- B. Any property of the OSOS furnished to the CONTRACTOR shall, unless otherwise provided herein or approved by the OSOS, be used only for the performance of this Contract.
- C. The CONTRACTOR shall be responsible for any loss or damage to property of the OSOS, which results from the negligence of the CONTRACTOR or which results from the failure on the part of the CONTRACTOR to maintain and administer that property in accordance with sound management practices.
- D. If any OSOS property is lost, destroyed, or damaged, the CONTRACTOR shall immediately notify the OSOS and shall take all reasonable steps to protect the property from further damage.
- E. The CONTRACTOR shall surrender to the OSOS all property of the OSOS prior to settlement upon completion, termination, or cancellation of this Contract.
- F. All reference to the CONTRACTOR under this provision shall also include CONTRACTOR'S employees, agents, or Subcontractors.

**USE OF OSOS PROPERTY:** Any property of the OSOS furnished to the CONTRACTOR shall, unless otherwise provided herein, or approved by the Project Manager, be used only for the performance of this Contract. The CONTRACTOR shall be responsible for loss or damage to property of the OSOS during the period it has been entrusted to the CONTRACTOR or its employees. The CONTRACTOR shall return such property to the OSOS in like condition to that in which it was furnished to the CONTRACTOR prior completion or termination of this Contract.

**WAIVER:** Waiver of any default or breach shall not be deemed a waiver of any subsequent default or breach. Any waiver shall not be construed to be a modification of the terms of this Contract unless stated to be such in writing and signed by the OSOS.

**EXHIBIT B**

**OSOS RFP No. 14-04  
Sample Services Contract**

**TRAFFICKING IN PERSONS**

***a. Provisions applicable to a recipient that is a private entity.***

1. You as the recipient, your employees, subrecipients under this award, and subrecipients' employees may not—

- i. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
- ii. Procure a commercial sex act during the period of time that the award is in effect; or
- iii. Use forced labor in the performance of the award or subawards under the award.

2. We as the Federal awarding OSOS may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity —

- i. Is determined to have violated a prohibition in paragraph a.1 of this award term; or
- ii. Has an employee who is determined by the OSOS official authorized to terminate the award to have violated a prohibition in paragraph a.1 of this award term through conduct that is either—
  - A. Associated with performance under this award; or
  - B. Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, “OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” as implemented by our OSOS at 2 CFR part 376.

***b. Provision applicable to a recipient other than a private entity.***

We as the Federal awarding OSOS may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity—

1. Is determined to have violated an applicable prohibition in paragraph a.1 of this award term; or

2. Has an employee who is determined by the OSOS official authorized to terminate the award to have violated an applicable prohibition in paragraph a.1 of this award term through conduct that is either—

- i. Associated with performance under this award; or

ii. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, “OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” as implemented by our OSOS at 2CFR part 376.

**c. Provisions applicable to any recipient.**

1. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph a.1 of this award term.
2. Our right to terminate unilaterally that is described in paragraph a.2 or b of this section:
  - i. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and
  - ii. Is in addition to all other remedies for noncompliance that are available to us under this award.
3. You must include the requirements of paragraph a.1 of this award term in any subaward you make to a private entity.

**d. Definitions.** For purposes of this award term:

1. “Employee” means either:
  - i. An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this award; or
  - ii. Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.
2. “Forced labor” means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.
3. “Private entity”:
  - A. A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR 175.25(b).
  - B. A for-profit organization.
4. “Severe forms of trafficking in persons,” “commercial sex act,” and “coercion” have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. 7102).